STATE OF CALIFORNIA



Invitation for Bid

IWM-C9022 Collection, Recycling, and Purchase of Laser Toner, Photocopier, and Fax Toner Cartridges From State of California Facilities

California Integrated Waste Management Board 8800 California Center Drive Sacramento, California 95826

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SECTION I

The California Integrated Waste Management Board (hereinafter referred to as 'Board') is the primary agency responsible for non-hazardous waste management in the state of California. The Board is soliciting bids for the services described as follows:

The purpose of this IFB is to solicit price quotations for the purchase price of the **COLLECTION**, **RECYCLING**, **AND PURCHASE OF LASER TONER**, **PHOTOCOPIER**, **AND FAX TONER CARTRIDGES FROM STATE OF CALIFORNIA FACILITIES**. The contract will be awarded to the bidder offering the State the highest return on all of the cartridges listed in this IFB.

A. GENERAL INFORMATION

All bids must be received by the above office no later than <u>2:00 PM on October 28, 1999</u>. Bids received after that time will not be considered. Each bid must be sealed and the envelope must be clearly marked with the name of the bidder and the words "Response to IFB IWM-C9022. In each response, the bidder must include the completed Bid Price Submittal (Attachment A).

This Invitation for Bid (IFB) and the successful bidder's response will be made a part of any contract awarded from this IFB.

The Board reserves the right to change the above dates.

The Board reserves the right to accept or reject any or all bids.

B. SCHEDULE

This IFB will be conducted according to the following schedule.

Proposed IFB Package Released	October 8, 1999
Written Questions Must Be Received By 5:00 PM	October 18, 1999
Bids Received By 2:00 PM	October 28, 1999

C. SUBMITTAL OF BID

<u>A cover letter must be included</u> with the Bid Price Submittal and must be signed by an individual who is authorized to contractually bind the bidder. The cover letter will constitute an irrevocable offer for a 90-day period for the Board to accept the bid. The cover letter must be done on the business letterhead and must contain the following information:

- 1. Name and address of the bidder
- 2. Name and telephone number of a contact person
- 3. Name, title, address, and telephone number of the individual(s) with authority to execute a binding contract on behalf of the bidder

Each bid will include a minimum of three (3) customer references with the bid package.

Please read the entire contents and all attachments carefully. If you desire to bid, the following forms must be completed and included with all other required documentation with your bid submittal by the specified due date to the address stated above:

- K Cover letter
- K Bid Price Submittal, Attachment A
- K Certification, Attachment B
- K Contractor's Status Form, Attachment C

SECTION II RULES AND CONDITIONS

A. GENERAL INFORMATION

The competitive bid process being used for this procurement of services is known as an Invitation for Bid (IFB). Award of this contract will be to the highest responsive bidder whose bid complies with all requirements as described in this IFB. Bids may be rejected if they are not properly completed or show any alteration of the form, additions not called for, conditional bids, incomplete bids, erasures, or irregularities of any kind.

The term of the Agreement to be awarded under this IFB will be for approximately 24 months and is expected to begin approximately November 16, 1999 and end on November 15, 2001. Actual work on the Agreement shall not begin until written notification is received from the Board.

B. BID PRICE SUBMITTAL

The bid submitted on the Bid Price Submittal Sheet (Attachment A) will be the price paid per pound to the State for the contractor to collect and recycle textile materials from the State Institutions as specified in the Invitation For Bid.

C. ERRORS IN BIDDER'S SUBMITTAL

An error in the Bid Price Submittal may be cause for rejection of that bid. However, the State may at its sole option retain the bid and make certain corrections. In determining if a correction will be made, the State will consider the conformance of the bid amount to the format and content required by the solicitation document and any unusual complexity of the format and content required by the solicitation documents. If Bidder's intent is clearly established based on review of the complete bid submitted, the State may at its sole option correct an error based on that established intent. The State may at its sole option correct obvious clerical errors.

D. MODIFICATION OR WITHDRAWAL OF BIDS

Any bid which is received by the Board before the time and date set for receipt of bids may be withdrawn or modified by written request of the Bidder. However, in order to be considered, the modified bid must be received by the time and date set for receipt of bids as specified above.

A bidder cannot withdraw a bid after the specified due date.

E. BIDDER'S COST

Costs for developing bids are entirely the responsibility of the bidder and such costs shall not be reimbursed by the State of California. All bids, and the contents therein, will become the property of the Board.

F. WRITTEN INQUIRES

- 1. Bidders needing clarification of the requirements of this IFB must submit questions in writing to the Board's Contracts Unit. All written inquiries must be received by the date indicated above regardless of postmark. If the written inquiries are faxed, then the time and date on the fax must not be later than the due date.
- 2. A summary of the Questions and Answers, if any, will be mailed only to those Bidders who have requested a copy of this IFB. The summary will be mailed on or near the date specified in the above schedule. Questions, suggestions or objections regarding the content of this IFB, including but not limited to the purpose, scope of work, etc., not submitted in writing by the deadline for questions shall be deemed waived and may not be raised at a later time.
- 3. Oral communications with the Board officers and employees shall be non-binding on the State and shall in no way exclude the Bidder of any obligations as set forth in this package.
- 4. Sample contract provisions may be mailed **only** upon request. No modifications, changes, deviations, additions, deletions or exception to the standard terms and conditions are permitted.
- 5. All questions or inquiries regarding this IFB shall be mailed to:

Contracts Unit Business Services Office, MS-18 California Integrated Waste Management Board 8800 Cal Center Drive Sacramento, CA 95826

The envelope should be clearly marked "Questions Relating to IFB IWM-C9022". Inquiries may also be faxed to the Contracts Unit at (916) 255-1107.

G. ANTITRUST CLAIMS

In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the State. (See Government Code Section 4552.)

If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. (See Government Code Section 4553.)

Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. (See Government Code Section 4554.)

H. CONFLICT OF INTEREST

In regard to current or former State employees, Contractor agrees:

- A. Current State Employees (PCC 10410):
 - No officer or employee shall engage in any employment, activity or enterprise
 from which the officer or employee receives compensation or has a financial
 interest and which is sponsored or funded by any state agency, unless the
 employment, activity or enterprise is required as a condition of regular state
 employment.
 - 2. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.
- B. Former State Employees (PCC 10411):
 - For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by the state agency.
 - 2. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420)

I. QUALIFICATIONS

The prospective contractor must have the experience, qualifications and resources to perform the work required by this Agreement.

Pre-Bid Requirements - Bidder's must have a fully operational plant within the United States and such plant shall have been in operation under bidder's ownership/management not less than one year prior to bid due date.

No award will be made unless the proposed awardee can demonstrate to the satisfaction of the State that his/her current facilities, equipment and personnel have successfully performed on contracts of comparable size and conditions, in the existing plant. The proposed awardee may be required to submit a written report to clarify any questions of the State regarding security, equipment, facilities, staffing, procedures, methods, etc.

J. CORPORATE QUALIFICATION TO DO BUSINESS IN CALIFORNIA

If Bidder is a corporation, said corporation shall be qualified to do business in the State of California. "Doing business" is defined in the California Revenue and Taxation Code, Section 23101, as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are

some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California.

When agreements are to be performed in the state by a corporation, the Board will verify that the Contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled. The Board will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

K. SUBCONTRACTORS

All subcontractors identified shall be experts in their respective disciplines and capable of performing the tasks for which they were hired. Subcontractors shall have extensive experience in their area of expertise, with particular emphasis on prior experience on similar programs or projects that clearly illustrate their expertise in areas essential to the Board.

L. LICENSES AND PERMITS

Where applicable, pursuant to California Business and Profession Code Section 7028.15, Contractor shall be an individual or firm licensed to do business in California. Contractor shall obtain at his/her expense all appropriate license(s) and permit(s) required by law for accomplishing any work required in connection with this Agreement. Bidder shall submit with his/her bid:

- 1. Bidder's state license number,
- 2. License expiration date, and
- 3. Certification, under penalty or perjury, of accuracy of items (1) and (2) above.

Failure to provide the appropriate license(s) and permit(s), when applicable to perform this work, by the bid opening date will be grounds for finding the bid non-responsive.

In the event any license(s) and/or permit(s) expire at any time during the term of this Agreement, Contractor agrees to provide the Board with a copy of the renewed license(s) and/or permit(s) within 30 days following the expiration date. In the event the Contractor fails to keep in effect at all times all required license(s) and permit(s), the Board may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

M. ADDENDA

The Board reserves the right to amend, alter or change the rules and conditions contained in the IFB prior to the deadline for submission of bids. Addenda will only be sent to those bidders who requested a copy of this IFB. Subsequent addenda must be followed. If bidder is not certain that they have all addenda to this IFB, contact the Contracts Unit at (916) 255-2678.

If a bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in the IFB, it will immediately notify the State of such error in writing and request modification or clarification. If modifications to the IFB are required, they will be made by addenda as described above. The addenda will be given to all parties who have been furnished the IFB without divulging the source of the request.

SECTION III MINIMUM REQUIREMENTS

A. NONDISCRIMINATION COMPLIANCE STATEMENT

The prospective contractor must be an Equal Opportunity Employer and must be willing to comply with State Fair Employment Practices. The required signature on the Certification (Attachment B) shall constitute a certification under penalty of perjury under the laws of the State of California that you have, unless exempted, complied with the nondiscrimination program requirements of Government Code Section 12990 and of California Code of Regulations, Title 2, Section 8103.

SECTION IV EVALUATION AND SELECTION

A. FAILURE TO FULFILL MINIMUM BID REQUIREMENTS

To be responsive, a bidder must comply with all minimum bid requirements set forth in Sections I, II, III and IV. Any bids modifying the conditions or specifications of this IFB may be rejected. Immaterial deviations may be waived by the State.

B. SELECTION PROCESS

Bids will be opened publicly at the time set for the bid opening. No bid will be considered unless it is prepared and submitted on the Bid Price Submittal (Attachment A). The Agreement will be awarded to the <u>highest</u> responsible bidder that is responsive to this IFB.

C. GROUNDS FOR REJECTION

A bidder shall be rejected if:

- 1. The bid is received at any time after the exact time and date set for receipt of bids.
- 2. The Bid Price Submittal is unsigned.
- The Bid Price Submittal is not prepared as required by the IFB.
- 4. The Bidder has been decertified from contracting with the State by the Department of Fair Employment and Housing.
- 5. The Bidder has received a substantive negative contract performance evaluation from the State of California.
- 6. The bid is conditional, incomplete or contains any irregularities.
- 7. Required license(s) and permit(s) information is not submitted with the bid.

All bids may be rejected whenever the determination is made that the bids received are not really competitive, when the cost is not reasonable, or when the cost exceeds the amount expected. No bid may be rejected arbitrarily or without reasonable cause.

D. AWARD OF STANDARD AGREEMENT

- 1. Award of the Agreement, if it is awarded, shall be to the highest responsible bidder meeting all the bid requirements. *The Board reserves the right to not award a contract.*
- 2. Upon completion of the evaluation of acceptable bids, if the highest bidder is determined to be non-compliant and if the Agreement is to be awarded to another bidder, the Board must notify the highest bidder of its' intent at least five (5) working days before making the award.

SECTION V MISCELLANEOUS

A. INFORMATION

All information obtained or produced during the course of work shall be made available to the Board for its use as it may so be determined.

B. COMMITMENT

This IFB does not commit the Board to award an Agreement or to pay any costs incurred in preparation of a bid responding to this IFB. The Board reserves the right to accept or reject any or all bids received as a result of this IFB, to negotiate with any qualified source, or to cancel this IFB in whole or in part.

If the highest responsive bidder fails to enter into a satisfactory Agreement within a reasonable period of time after the award, the Board may deem the bidder to have rejected the award. At that point, the Board may disqualify the awardee and award the Agreement to the next highest responsive bidder. The Executive Director will determine what is a reasonable period of time for the selected bidder to enter into the Agreement.

C. TERMINATION

The Board has the authority and express right to terminate any Agreement awarded under this IFB at any time during the term of the contract for any reason or if the Board finds that the Contractor's work is negligent, not satisfactory, or not in accordance with the Agreement requirements.

D. START OF WORK

Once the final Agreement award is made, work will not begin until the Agreement is fully executed and written authorization has been received from the Board.

SECTION VI SCOPE OF WORK

<u>Purpose of Bid</u> - By signature on this bid, the contractor accepts responsibility for assuring that all recyclable or reusable cartridges are, in fact, recycled and remanufactured into usable products.

<u>Pick-Up Locations</u> - The contractor shall provide prepaid, pre-addressed, shipping labels to be placed on the boxes that the new cartridges originated in. A minimum of 3 cartridges will be shipped from a State facility at a time to the contractor for recycling or remanufacturing. The cost of transporting these cartridges to the recycler shall be borne by the recycler.

State facilities shall be notified by the CIWMB of this contract so that all State agencies can participate. However, it is difficult to know how many facilities will participate and how many cartridges will be generated. State offices will be responsible for requesting mailing labels and for contacting the common carrier or mailing the mailers containing the used cartridges.

Reports - The contractor shall provide the CIWMB with a monthly report on the amounts and models of cartridges collected from each facility. This report is to be received no later than the 15th of the following month.

<u>Liability</u> - The State will not be held liable for any loss or damage sustained by the contractor in connection with collection of these cartridges. The contractor shall collect cartridges in an efficient, safe and competent manner.

<u>Prices</u> - Prices paid to the State for laser toner cartridges will be based on the number of cartridges that are sent to the contractor and can be remanufactured into usable cartridges, multiplied by the amount the contractor stated they will pay for that model in the Bidder's Proposal Worksheet. NOTE: The contractor shall assume all costs associated with the collection and handling of the ink jet cartridges.

SECTION VII SUBMITTAL OF PAYMENT AND MONTHLY RECAPS

<u>Instructions for Submittal of Payment</u> - The contractor shall pay the CIWMB, on or before the 15th day of the following month, for each month of the contract period along with a monthly recap. Payment shall reference contract number and shall be sent to:

California Integrated Waste Management Board Accounting Office MS 14 8800 Cal Center Drive Sacramento, CA 95826-9843

<u>Instructions for Submittal of Monthly Recaps</u> - The contractor shall send one legible copy of each Monthly Recap directly to:

Claire Miller
California Integrated Waste Management Board
Division of Public Assistance Section
8800 Cal Center Drive MS #5
Sacramento, CA 95826-9843

The monthly recap shall include: the number of cartridges received from each department, the model number, if they are recyclable or not, the price to be paid to the CIWMB for each cartridge, the total monthly dollar amount paid to the CIWMB and one part of the CIWMB 50 that was submitted with the cartridges.

California Integrated Waste Management Board COLLECTION, RECYCLING, AND PURCHASE OF LASER TONER, PHOTOCOPIER, AND FAX TONER CARTRIDGES FROM STATE OF CALIFORNIA FACILITIES BIDDER'S PROPOSAL WORKSHEET IWM-C9022

BIDDER FILL-IN:
List addresses, phone numbers, and persons within your company to contact for collection information.
Bidder to provide a minimum of three (3) customer references, names, addresses, telephone numbers and contact persons from whom you have dealt with during the last three years.

BIDDER'S PROPOSAL WORKSHEET - IWM-C9022

Individual Pricing - La	aser Toner Car	tridge to be C	Collected for	^r Recycling
Printer Model	Part Number	A Individual Prices	B Factor	C (Column A X B) Unit Cost Factor
Hewlett Packard (HP)LaserJet 4,4M,4+	HP 92298A or Canon EP-E		58	
Hewlett Packard 11,111,10,111D	HP 92295A or Canon EP-S		17	
Hewlett Packard LaserJet 3SI, 4SI	HP 92291A or Canon EP-N		25	
Hewlett Packard LaserJet (Series 1)	HP 92285A or Canon EP		N/A	N/A
Hewlett Packard LaserJet 11P, 111P	HP 92275A or Canon EP-L		N/A	N/A
Hewlett Packard LaserJet 4L,4MP,4P	HP 92274A or Canon EP-P		N/A	N/A
Hewlett Packard 4V, 4MV	HP C3900A or Canon EP-B		N/A	N/A
Hewlett Packard LaserJet 5SI, 5SIMX	HP C3909A or Canon EP-W		N/A	N/A
HP LaserJet 5P,5MP,6P,6MP,61	HP C3903A or Canon EP-V		N/A	N/A
Hewlett Packard 5L. 51ML	HP C3906A or Canon EP-A		N/A	N/A
Photocopier and FA	X Toner Cartric	dges to be Co	ollected and	Recycled
		A	В	С
Fax or Photocopier Model	Part Number	Individual Prices	Factor	Column A X B
Canon L700, 760, 770	Canon FX-1		N/A	N/A
Canon L5000, 5500, 7500	Canon FX-2		N/A	N/A
Canon PC-RE,7, 11	Canon A30		N/A	N/A
This optional section left blank for bidder to include additional laser toner cartridges if desired.	Part Number	A Individual Prices	B Factor	C Column A X B
V			N/A	N/A
		1		

Total, Column C ** \$

^{**}The first three rows in the above table will be used as a basis to determine the <u>HIGHEST</u> responsive bid and will be used only as a measure to compare bids. Therefore the responsive bidder quoting the highest return on the first three rows will be awarded the contract. The successful bidder will be held to the dollar amounts quoted as unit prices (individual prices) in Column A for all listed cartridge types, not just the first three rows. It is mandatory that the bidder complete the pricing of the individual cartridges in column A.

California Integrated Waste Management Board COLLECTION, RECYCLING, AND PURCHASE OF LASER TONER, PHOTOCOPIER, AND FAX TONER CARTRIDGES FROM STATE OF CALIFORNIA FACILITIES BIDDER'S PROPOSAL WORKSHEET IWM-C9022

	from (or the Collection, Recycling, a Fax Toner Cartridges from Stat	
(Name of Company)		
(Address of Company)		
(City)	(State)	(Zip Code)
(Telephone Number)		
(signature)		
(title)		
(date)		

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Official's Name			
Date Executed	Executed in the County of		
Contractor's Signature			
Title	Federal Tax ID No.		
Legal Business Name			

CONTRACTOR CERTIFICATION CLAUSES

- 1. **STATEMENT OF COMPLIANCE**: Contractor has, unless exempted, completed with the nondiscrimination program requirements. (GC 12990 and CCR, Title 2, Section 8103) (Not applicable to public entities.)
- 2. **DRUG-FREE WORKPLACE REQUIREMENTS**: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program as required to inform employees about:
 - (1) the dangers of drug abuse in the workplace;
 - (2) the person's or organization's policy of maintaining a drug-free workplace;
 - (3) any available counseling, rehabilitation and employee assistance programs; and
 - (4) penalties that may be imposed upon employees for drug abuse violations.
 - c. Provide that every employee who works on the proposed Agreement:
 - (1) receive a copy of the company's drug-free policy statement; and
 - (2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under this Agreement or termination of this Agreement, or both, and Contractor may be ineligible for award of any future State agreements if the Board determines that the Contractor has made false certification or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

- 3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION**: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court which orders Contractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)
- 4. **RECYCLED CONTENT:** Contractor hereby certifies under penalty of perjury that the minimum, if not exact, percentage of recycled content, both post consumer waste and secondary waste as defined in the Public Contract Code, Sections 12161 and 12200, in materials, goods, supplies offered, or products used in the performance of this Agreement, regardless of whether the product meets the required recycled product percentage as defined in Sections 12161 and 12200 of the Public Contract Code.
- 5. **AMERICANS WITH DISABILITIES ACT:** Contractor certifies that (s)he shall comply with the Americans With Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et seq.) which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

CONTRACTOR STATUS FORM County____ Contractor's Name____ Phone No. _____ Address Fax No. Federal Employer Identification No. STATUS OF CONTRACTOR PROPOSING TO DO BUSINESS: Individual ☐ Limited Partnership ☐ General Partnership Corporation Other INDIVIDUAL: If a sole proprietorship, state the true name of sole proprietor: **PARTNERSHIP:** If a partnership, list each partner, including limited partners, stating their true name and their interest in the partnership: **CORPORATION:** If a corporation, place and date of Incorporation: Date corporation was authorized by Secretary of State: President: _____ Vice-President: Secretary: Treasurer: _____ Other Officers: OTHER: (Explain)